

Provider Agreement
**CONTRACT FOR GREENHOUSE GASE (GHS) EMISSIONS INVENTORY FOR STORY COUNTY, IOWA
GOVERNMENTAL OPERATIONS**

THIS AGREEMENT is entered into by and Between Story County, and Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and The University of Northern Iowa Center for Energy and Environmental Education, hereinafter referred to as "Provider", whose mailing address and telephone number is UNI Center for Energy & Environmental Education, University of Northern Iowa, CEEE 109, Cedar Falls, IA 50614-0293, telephone (319) 273-2573.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Provider to assist to Story County in completing GHG emissions inventories for county government operations for the calendar years 2010 and 2020.

Scope of Work

- Use the International Council for Local Environmental Initiatives (ICLEI) ClearPath software for GHG inventories
- Complete an ICLEI-based GHG emissions inventory for county government operations for calendar year 2010 to include mutually agreed upon aspects of Scope Standards of the Greenhouse Gas Protocol:
 - Scope 1: direct emissions from owned or controlled sources
 - Scope 2: indirect emissions associated with purchased or acquired energy
 - and/or 3: other indirect emissions over which there is no direct financial or operational control.
- Complete an ICLEI-based GHG emissions inventory for county government operations for calendar year 2020 also to include mutually agreed upon aspects of the Greenhouse Gas Protocol Scopes 1, 2 and/or 3.
- For both inventories, CEEE will be the primary inputter of data at ICLEI. (CEEE will do so using its ICLEI membership; Story County will not be required to separately pay for a membership.)
- Discuss inventory findings with County staff and hold other touch-base meetings with County staff as mutually agreed upon.
- Draft a report of GHG emissions inventories for county government operations for the above calendar years

Story County Resources to be provided to the CEEE

Story County will provide the following items to the CEEE to facilitate the Project Plan, with support coming primarily from the County Outreach and Special Projects Manager:

1. Access to all applicable Story County energy and other operational data related to this project
2. Facilitating relationships between utilities and other relevant Story County partners
3. Assistance with scheduling, if necessary
4. Assistance with the report writing

Deliverables:

- ICLEI-based GHG emissions inventory for county government operations for calendar year 2010, to include mutually agreed upon aspects of Greenhouse Gas Protocol Scopes 1, 2 and/or 3.
- ICLEI-based GHG emissions inventory for county government operations for calendar year 2020, to include mutually agreed upon aspects of Greenhouse Gas Protocol Scopes 1, 2 and/or 3.
- GHG emissions for county government operations inventory report for above calendar years

Time of completion: The CEEE will complete this project by July 31, 2022.

2. FEES, EXPENSES & COMPENSATION.

Provider may charge up to a maximum fee of \$5,000 for professional services necessary under the terms of this Agreement. This fee represents a firm not to exceed amount. Provider may not bill or receive compensation from Client for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the maximum fee and expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

3. METHOD OF PAYMENT.

All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the maximum fee and expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Payment for services will be made by Story County CEEE for inventories, report, and any other work under this agreement for the amount of Five Thousand Dollars (\$5,000.00) within thirty (30) days of receipt of invoice for work completed. CEEE will send Story County an invoice upon completion of this work.

4. INDEPENDENT CONTRACTOR.

It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

5. INSURANCE & TAXES.

Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

To the fullest extent permitted by law the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

6. CONFIDENTIALITY.

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

7. TERM AND TERMINATION OF AGREEMENT.

This agreement is effective on the 8th day of February 2022. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the County shall provide a cure notice. If after notice the Provider continues to be in default, the County may terminate this agreement immediately. The County shall only be obligated to compensate the Provider for compliant services performed prior to the notice of termination.

8. ACCESS TO BOOKS AND RECORDS.

Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposed of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

9. REQUIREMENTS.

Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

10. EXTENSION.

If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

11. ASSIGNMENT.

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

12. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: _____

Chairperson of the Board of Supervisors

Dated: _____

UNI Center for Energy & Env. Education
Kamyar Enshayan, (Provider)
Director

By: _____

Dated: Feb 3, 2022